quently cannot acquire a prescriptive title to the remainder. *Jeffries* v. *Butler*, 108 Ky. 531. But against any one causing actual damage to an expectant estate an action lies, and if suit is not brought within the statutory period, a prescriptive right may be acquired. See *Metropolitan Ass'n* v. *Petch*, 5 C. B. (N. S.) 504; *Heilborn* v. *Water Ditch Co.*, 75 Cal. 117. If the property is personalty, the statutory period does not begin to run against a future interest in favor of a stranger in possession until the termination of the life interest, since until that time the owner of the future interest has no cause of action. *Clarkson* v. *Booth*, 17 Grat. (Va.) 490. In the present case, the action not being against an adverse possessor but against one who aided in the conversion of the entire property, the period of limitation is properly computed from the date of the act. It is impossible to select as the starting-point the termination of the life interest, because the conversion is an immediate wrong to the owner of the future interest. If the defendant is to be liable at all, the right of action must accrue at the time of the sale.

LIMITATION OF ACTIONS — NATURE AND CONSTRUCTION OF STATUTE — APPLICATION TO REVERSIONER OF STATUTE BARRING ACTION FOR PROPERTY SOLD BY ADMINISTRATOR. — The defendant went into possession of land under a conveyance of the dower interest of the deceased's widow. Later he bought in the reversion at a void administrator's sale. A statute provided that all actions for the recovery of property bought at an administrator's sale should be barred one year after the sale. *Held*, that the reversioner is barred one year after the death of the widow. *Jordan* v. *Bobbitt*, 45 So. 311 (Miss.).

Ordinarily a statute of limitations begins to run not from the time the acts complained of occurred, but from the time a cause of action became vested; for the wording of the statute usually necessitates such construction. *Andrews* v. *Hartford, etc., Co.*, 34 Conn. 57. In the present case the statute, by express provisions, is to run from the date of sale, and such statutes are usually strictly construed. *Jones* v. *Billstein*, 28 Wis. 221. But, as the court admits, it would be unreasonable to bar the plaintiff before his cause of action arose, and indeed such a construction would render the statute unconstitutional. See *Price* v. *Hopkin*, 13 Mich. 318. It would seem that inasmuch as the statute runs from the date of the sale, it was enacted to cut off within one year all causes of action then existing. But, since it cannot cut off the plaintiff's right at that time, it is a strained construction to make it run against him from the death of the life tenant. It would therefore seem that the general statute of limitations should apply. *Kessinger* v. *Wilson*, 53 Ark. 400.

MUNICIPAL CORPORATIONS — LIABILITY FOR TORTS — PERMITTING FIREWORKS IN STREET. — The defendant city issued a permit to a political club to give an exhibition of fireworks in the streets. At such an exhibition on a wide street, a mortar used for throwing bombs accidentally exploded, injuring the plaintiff, a voluntary spectator. *Held*, that the verdict and judgment for the defendant are affirmed, since the facts do not show a nuisance as a matter of law. *Melker* v. *City of New York*, 190 N. Y. 481.

This case confines an earlier New York decision, which held that the discharge of fireworks in the streets of a large city constituted a nuisance as a matter of law, to its particular facts. See *Speir* v. *City of Brooklyn*, 139 N. Y. 6. The present case is clearly right in holding that whether a given act is a nuisance depends upon all the circumstances under which the act is committed. The court, however, assumes, and it seems to be law in New York, that if this exhibition was a nuisance the defendant would necessarily be liable to any one who was hurt by it. *Landau* v. *City of New York*, 180 N. Y. 48. The only ground upon which the defendant can be held liable in this case is that it neglected its duty to use due care to keep its streets reasonably free from obstructions and nuisances. But in order to recover for negligence, the plaintiff must show that there was a duty owing to him. *O'Donnell* v. *Providence & Worcester Ry.*, 6 R. I. 211. It is at least doubtful if a city owes such a duty to persons who are present merely as spectators of the alleged nuisance and not

as users of the highway in the ordinary manner. *Richards* v. *Inhabitants of Enfield*, 13 Gray (Mass.) 344.

NUISANCE — WHAT CONSTITUTES A NUISANCE — OBSTRUCTION OF QUASI-PUBLIC DOCK. — A dock owned by a corporation, but by statute open to all persons on payment of the dock rates, was negligently damaged by the defendant so that it had to be closed for repairs. The plaintiff sought to recover for delay resulting from his being unable to dock his ship and to load his cargo. *Held*, that the plaintiff cannot recover. *Anglo-Algerian S. S. Co.* v. *Houlder Line*, [1908] 1 K. B. 659.

It is settled that an individual can recover for the direct, particular damages he suffers from unlawful obstruction of a highway. *Rose* v. *Miles*, 4 M. & S. 101. Though there is some conflict as to how direct the damages must be to give ground for an action, if obstructing the dock were considered equivalent to obstructing a highway, the damage was probably sufficiently direct to warrant a recovery in the present case. *Brick Mfg. Co.* v. *D. L. & W. R.*, 51 N. J. L. 56; *cf. Willard* v. *Cambridge*, 3 Allen (Mass.) 574; see 19 HARV. L. REV. 540. The plaintiff's statutory right to use the dock on payment of the dock rates might seem as worthy of protection as his right to use a highway. The court seems warranted, however, in not applying the principles applicable to cases of public nuisance, since the courts tend to restrict the limits of liability in such cases. *Willard* v. *Cambridge*, *supra*. Moreover the position of the dock company closely resembles that of a common carrier, and it has been held that a brakeman injured by a bridge so negligently built that it obstructed a railroad's right of way cannot recover from the construction company. *Stoneback* v. *Thomas Iron Co.*, 4 Atl. 721 (Pa.).

PATENTS — INFRINGEMENT — EXPIRATION OF PATENT AS AFFECTING REMEDY IN EQUITY. — A bill was filed thirteen days before the expiration of a patent to restrain its infringement and secure an accounting. The defendant had two months in which to enter an appearance. *Held*, that the bill is dismissed, since an injunction is not the real object of the suit. *Diamond Stone-Sawing Machine Co. of N. Y.* v. *Seus*, 38 N. Y. L. J. 2469 (Circ. Ct., S. D. N. Y., Mar. 1908).

A prayer for an injunction is ordinarily essential in order that equity may entertain a bill for the infringement of a patent. *Root* v. *Railway Co.*, 105 U. S. 189. And an injunction is not granted after the patentee's license has expired. *Campbell* v. *Ward*, 12 Fed. 150; but *cf. N. Y., etc., Co.* v. *Magowan*, 27 Fed. 111. But a bill will not be dismissed because the patent expired between the beginning and the termination of the suit, for equity retains jurisdiction to complete the patentee's remedy in one proceeding. *Beedle* v. *Bennett*, 122 U. S. 71. The prayer for an injunction cannot, however, be used as a pretext to secure such an equitable settlement when the legal remedy is adequate. *McDonald* v. *Miller*, 84 Fed. 344. Nor will equity assume jurisdiction when the patent runs out so soon that an injunction, although honestly desired, cannot be granted before the patent expires. *Bragg Mfg. Co.* v. *Hartford*, 56 Fed. 292. If the patentee delays until the expiration of his right is at hand, his good faith becomes questionable, and, although an injunction can be had before the patent expires, assumption of jurisdiction is in the discretion of the court.

POLICE POWER. — REGULATION OF BUSINESS AND OCCUPATIONS — TEN-HOUR LAW FOR WOMEN IN FACTORIES. — An Oregon statute provided that no female should be employed in any mechanical establishment, or factory, or laundry more than ten hours during any one day. *Held*, that the statute is constitutional. *Muller* v. *Oregon*, 208 U. S. 412.

For a discussion of the principles involved, see 20 HARV. L. REV. 653. See also *supra*, p. 495 *et seq.*

QUASI-CONTRACTS — RIGHT AND OBLIGATIONS OF PARTIES IN DEFAULT UNDER CONTRACT — RECOVERY BY PLAINTIFF IN DEFAULT FOR SERVICES RENDERED. — The plaintiff abandoned a contract of service which was unen-